

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of April, 2008 between New StyroChem U.S., Ltd., a Delaware corporation, Lessor, whose address is 3607 North Sylvania Avenue, Fort Worth, Texas 76111 and, BURNETT OIL COMPANY, 801 Cherry Street, Unit No. 9, Fort Worth, Texas 76102-6881.

WITNESSETH:

1. Lessor, in consideration of Ten & No/100 Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, casing head gas, condensate and related hydrocarbons produced therewith. The land covered hereby, hereinafter called "Mineral Leased Land", is located in the County of Tarrant, State of Texas, and is described in attached Exhibit A.

2. This is a paid up Lease and subject to the other provisions herein contained, this Lease shall be for a term of eighteen (18) months from the date first written above (called "primary term") and as long thereafter as oil or gas is produced from the Mineral Leased Land, or lands pooled therewith, with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) No later than thirty (30) days following execution of this Lease, Lessee shall pay to Lessor a bonus payment of eight thousand (\$8,000) per net mineral acre, (b) to pay Lessor in the pipelines to which Lessee may connect its well, 25% part of all oil produced by Lessee from the Mineral Leased Land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the well as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear 25% of the cost of treating oil and rendering it marketable pipe line oil; (c) to pay Lessor for gas and casing head gas produced from the Mineral Leased Land (1) when sold by Lessee, 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, 25% of the amount realized from the sale of gasoline or other products, and (3) 25% of the amount realized from the sale of residue gas; (d) to pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, 25% of the amount realized by Lessee, computed at the well or mined, at Lessee's election. If at the expiration of the primary term or at any time or times thereafter, there is a well capable of producing oil or gas from the Mineral Leased Land, and such well is shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on such land for so long as said well is shut-in, and thereafter this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the oil, gas and minerals capable of being, and authorized

hereunder to be, produced from said well, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow line, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, the well is shut-in for a period of ninety consecutive days, and during such time there are no operations involving production from the Mineral Leased Land, or lands pooled therewith, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to eight thousand dollars (\$8,000) for each net mineral acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of one (1) year from such payment if upon such anniversary this Lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this Lease if the well was producing, shall be paid directly to Lessor or its successors, which shall continue as the depositories, regardless of changes in ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, and two or more parties are, or claim to be entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment on or before the last date for payment. Nothing herein shall impair Lessee's right to re-lease as provided in paragraph 4 hereof. In the event of assignment of this Lease in whole or part, liability for payment hereunder shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the right and power during or after the primary term while this lease is in effect to pool or combine the land covered by this lease, or any portion thereof, as to oil, gas and other minerals, or any of them with any other land covered by this lease, and/or any other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee promote the conservation of oil, gas or other mineral in and under and that may be produced from the premises. Units pooled for oil hereunder shall not substantially exceed in area 40 acres each plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 320 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee may pool or combine land covered by this lease or any portion thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Pooling in one or more instances shall not exhaust the rights of Lessee to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and

designating the pooled acreage as a pooled unit; the unit shall become effective as provided in said instrument, or if said instrument makes no such provision, it shall become effective upon the date it is filed for record. Each pooled unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option as to oil, gas and other minerals before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but is not required to include, land or leases upon which a well producing oil, gas or other mineral in paying quantities has theretofore been completed or upon which operations for drilling of a well for oil, gas or other minerals have theretofore been commenced. Operations for drilling on, or production of oil, gas or other mineral from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this lease or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil, gas or mineral from land covered by this lease whether or not the well or wells be located on land covered by this lease, and the entire acreage constituting such unit or units, as to oil, gas or other minerals, or any of them, as herein provided, shall be treated for all purposes except the payment of royalties on production from the pooled unit, as if the same were included in this lease.

5. If at the expiration of this primary term, oil, gas, or another mineral authorized hereunder is not being produced from the Mineral Leased Land, or lands pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, the Lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted in good faith with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or another mineral authorized hereunder, so long thereafter as oil, gas or another mineral authorized hereunder is produced from the Mineral Leased Land, or lands pooled therewith. If, after the expiration of the primary term of this Lease and after oil, gas, or another mineral authorized hereunder is produced from the Mineral Leased Land, or lands pooled therewith, the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production in good faith, but shall remain in force and effect so long as such operations are prosecuted in good faith with no cessation of more than 60 days, and if they result in the production of oil, gas or another mineral authorized hereunder, so long thereafter as oil, gas, or another mineral authorized hereunder is produced from the Mineral Leased Land, or lands pooled therewith.

6. Lessee shall have no right to install personal property, fixtures or improvements on the Mineral Leased Land, including without limitation, pipelines, drilling equipment or other items.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or Lessor, and no change or division in such

ownership shall be binding on either party until thirty (30) days after the non-assigning party shall have been received notice of the same by registered U.S. mail at their principal place of business with a certified copy of recorded instrument or instruments, if any, evidencing same.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this Lease or cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the Mineral Leased Land shall arise during the primary term. Should oil, gas or another mineral authorized hereunder in paying quantities be discovered on or under the Mineral Leased Land, then after the expiration of the primary term, Lessee shall develop the oil, gas and other minerals at the Mineral Leased Land as a reasonably prudent operator. If at any time, Lessor considers that operations are not being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this Lease. The failure to provide notice shall not constitute a waiver of any of Lessor's rights hereunder.

9. Lessor hereby warrants and agrees to defend the title to the Mineral Leased Land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same against royalties accruing hereunder. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this Lease covers a lesser interest in the oil, gas, sulfur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other monies accruing from any part as to which this Lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this Lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided.

10. Should Lessee be prevented by a cause or causes completely beyond its control from complying with any express or implied covenant of this Lease (excluding Lessee's authorized decision making hereunder), from conducting drilling or reworking operations involving production authorized from the Mineral Leased Land hereunder, or lands pooled therewith, or from producing any oil, gas or another mineral authorized hereunder therefrom, by reason of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then Lessee shall so notify Lessor in writing of the same and its expected duration, and while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith; and this Lease shall be extended while and so long as Lessee is prevented by any such cause from complying with any express or implied covenant of this Lease, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this Lease to the contrary notwithstanding.

11. All notices and other written communications required or permitted to be given hereunder or in connection therewith shall be provided as follows:

If to Lessor:

New StyroChem U.S., Ltd.
Attn: Mark Thomas
Executive Vice President and Chief Financial Officer
4640 Lewis Road
Stone Mountain, GA 30083

With a copy to:

New StyroChem U.S., Ltd.
Attn: General Counsel
4640 Lewis Road
Stone Mountain, GA 30083

And:

Howard L. Gilberg
Guida, Slavich, & Flores, P.C.
750 North St. Paul St., Suite 200
Dallas, Texas 75201

If to Lessee:

David S. Rhodes
Burnett Oil Company
801 Cherry Street, Unit 9
Fort Worth, Texas 76102-6881

Either party hereto may change the foregoing notice recipients by providing such changes in writing to the address provided above. Notice shall be deemed given when received by the recipient.

12. Exhibits "A" and "B" hereto are incorporated by this reference into this Lease. In the event of an ambiguity or conflict between the terms of Exhibit B and a provision in this Lease, the provisions of Exhibit "B" shall control.

This agreement shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first written above.

NEW STYROCHEM U.S., Ltd., a Delaware corporation

By: 

GLENN WREDENHAGEN, PRESIDENT

Tax ID#: _____

BURNETT OIL COMPANY

By: **BURNETT OIL CO., INC, MANAGING
GENERAL PARTNER**


WILLIAM D. POLLARD, PRESIDENT

Tax ID#: 75-1740479

EXHIBIT "B"

To Oil, Gas and Mineral Lease dated April 30, 2008 from New StyroChem U.S., Ltd., a Delaware corporation, Lessor, to Burnett Oil Company, Lessee.

1. This Lease is granted on the condition subsequent that Lessee shall have no rights of ingress or egress, or any right to use the surface of the Mineral Leased Land for any reason. No right to drill, explore or otherwise to access the surface or to conduct field activities on the surface of the Mineral Leased Land is granted. Breach of this provision shall allow Lessor to terminate this Lease, with no further obligations to Lessee, upon the provision of written notice to Lessee and a one week opportunity to cure such breach. If such breach is not cured by Lessee to Lessor's satisfaction, Lessor shall have, as its non-exclusive remedy, the right to terminate this Lease.
2. Lessee shall provide Lessor with a copy of all documents filed with the Railroad Commission of Texas and any other governmental authority, including without limitation, its application for the drilling permit for said well, and a plat showing the location of said well, within thirty (30) days after the date of filing same.
3. Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development and production including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization incurred prior to the production leaving the leased premises or prior to delivery into a pipeline or gathering system, whichever occurs first. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes and the actual, reasonable costs incurred by Lessee to transport, compress, process, stabilize or treat the production off the lease premises in order to make the production saleable, increase its value, or get the production to market.
4. Lessee's rights to maintain this Lease in force after the expiration of the primary term hereof, by payment of shut-in gas royalty as provided for herein, shall be limited to recurring periods after the primary term not to exceed two (2) years in the aggregate.
5. This Lease shall not be filed of record. At Lessee's election, a Memorandum of Lease may be filed of record. Should Lessee so desire to make such filing, it shall provide such document for Lessor's inspection and written approval, which shall not be unreasonably withheld. Upon receipt of that approval, Lessee shall file such Memorandum.
6. This lease covers only oil, gas, sulphur and other associated hydrocarbons, which can be produced out of and from the bore of a well. Solid minerals, other than sulphur, which is produced incident to oil and gas production, such as iron, coal, sand, gravel and clay are excluded from this lease.

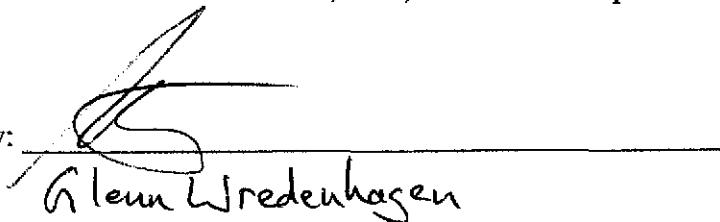
7. Lessee shall indemnify, defend and hold Lessor harmless of, from and against all claims, actions, damages, liabilities, and expenses of any character, type or description brought or made for or on account of any actions arising out of Lessee's operations on this lease.
8. At Lessee's option, the primary term of this lease may be extended from eighteen (18) months to thirty six (36) months by paying or tendering to Lessor, its heirs successors or assigns, on or before the expiration of said primary term, a bonus of \$8,000.00 per net mineral acre, which grants Lessee an additional eighteen (18) months for all lands presently owned by Lessor, its heirs successors or assigns, and covered hereby, said bonus to be paid or tendered to Lessor by U.S. Mail at the above address.

In the event the terms of this Exhibit B conflict with, are inconsistent with, or create an ambiguity of interpretation concerning, one or more provision in the main body of this Lease, the terms of this Exhibit A shall control and supersede such provision.

SIGNED FOR IDENTIFICATION

NEW STYROCHEM U.S., Ltd., a Delaware corporation

By:



BURNETT OIL COMPANY

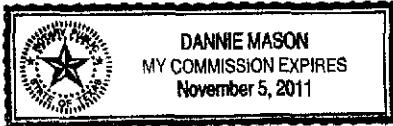
By: **BURNETT OIL CO., INC., MANAGING
GENERAL PARTNER**


WILLIAM D. POLLARD, PRESIDENT

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Jasper §

This instrument was acknowledged before me on this 30th day of Orie, 2008
by PRESIDENT, [Title], GLEN WREDENHAGEN.



Dannie Mason
Notary Public, State of TEXAS

DANNIE MASON
Printed Name

My Commission Expires: 11-05-11

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 10th day of
July, 2008 by William D. Pollard, President of Burnett Oil Co., Inc., a Texas
corporation, Managing General Partner of Burnett Oil Company, a general partnership, on behalf
of said partnership.

Denice Etheridge
Notary Public, State of Texas

Denice Etheridge
Printed Name

My Commission Expires: 08-14-11

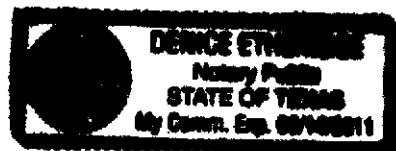


Exhibit A

Legal Description

That certain real property located at 3607 North Sylvania Avenue, in the City of Fort Worth, County of Tarrant, State of Texas 76111:

Being a 1.2978 acre tract of land out of the Mary Johnson Survey, Abstract No. 858, Tarrant County, Texas, said tract being part of Lot 1, Block 1, of the LONG INDUSTRIAL ADDITION, an addition to the City of Fort Worth, Texas, recorded by plat thereof in Volume 388-79, Page 27, Plat Records of Tarrant County, Texas, being more particularly described as follows:

COMMENCING at a point at the intersection of the west line of said Lot 1 and the South line of Long Avenue (110 feet wide), said point being the northwest corner of said Lot 1, and the northeast corner of Lot 2 of said Long Industrial Addition;

THENCE, DUE EAST, with said line of Long Avenue, a distance of 53.30 feet to a P.K. nail with shiner found for corner, said point being the POINT OF BEGINNING;

THENCE, continuing DUE EAST, with said line of Long Avenue, a distance of 307.70 feet to a $\frac{1}{4}$ inch iron rod found at an angle point, said point also being the northerly end of a 15 foot corner clip at the intersection of Long Avenue and Sylvania Avenue;

THENCE, South 45 degrees 00 minutes 00 seconds East, with said 15 foot corner clip, a distance of 21.21 feet to a $\frac{5}{8}$ inch iron rod with "GSES, INC., RPLS 4804" cap set at an angle point being in the west line of Sylvania Avenue (100 feet wide);

THENCE, South 00 degrees 04 minutes 00 seconds East, with said line of Sylvania Avenue, a distance of 160.40 feet to a $\frac{1}{4}$ inch iron rod found for corner; said point being the northeast corner of Lot 16R, Block 1 of the J. W. Lancaster Industrial Addition, an addition to the City of Fort Worth, recorded by plat thereof in Volume 388-124, Page 29, Plat Records, Tarrant County, Texas;

THENCE, DUE WEST, with the south line of Lot 1, and the north line of said lot 16R, a distance of 323.19 feet to a $\frac{5}{8}$ inch iron rod with "Gonzalez & Scheenberg" cap found for corner;

THENCE, North 00 degrees 06 minutes 00 seconds East, parallel to and 53.30 feet perpendicularly distant from the east line of Lot 2, Block 1 of said Long Industrial Addition, a distance of 175.40 feet to the POINT OF BEGINNING, CONTAINING 56,350 square feet or 1.2978 acres of land, more or less.

TX - N Sylvania

Exhibit "A"

Resolutions

Of

New StyroChem U.S., Ltd.

[See attached.]

**NEW STYROCHEM U.S., LTD.
SECRETARY'S CERTIFICATE**

I, Caroline Williamson, certify that I am the Secretary of New StyroChem U.S., Ltd. (the "Company") and hereby further certify that attached hereto as Exhibit "A" is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company by unanimous written consent on the date indicated in such resolutions, which resolutions have not been revoked, modified, amended, or rescinded and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of June, 2008.



Caroline Williamson, Secretary

**WRITTEN CONSENT IN LIEU OF
A SPECIAL MEETING OF
THE SOLE DIRECTOR OF
NEW STYROCHEM U.S., LTD.**

The undersigned, being the sole Director (the "Director") of New StyroChem U.S., Ltd., a Delaware corporation (the "Company"), acting by written consent in lieu of a special meeting, as permitted pursuant to Section 141(f) of the Delaware General Corporation Law, hereby adopts the following resolutions as of May 30, 2008:

WHEREAS, the Company and Burnett Oil Company ("Burnett") propose to enter into a certain Oil, Gas and Mineral Lease (the "Lease"), substantially in the form attached hereto, pursuant to which the Company will lease certain mineral rights to Burnett; and

WHEREAS, the sole director of the Company has determined that the Company's execution and delivery of the Lease will benefit the Company.

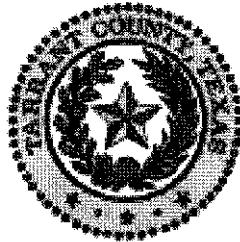
NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Lease, substantially in the form attached hereto, be and hereby are approved and adopted in all respects; and

RESOLVED FURTHER, that each officer of the Company, including without limitation the President, hereby is authorized and directed to take all such actions necessary and appropriate to effectuate the foregoing resolution, including negotiating, finalizing and executing the Lease on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has executed this written consent of the sole director as of the date first written above.



George Wuntz



BURNETT OIL CO LAND DPT
BURNETT PLAZA 1500
801 CHERRY UNIT 9
FTW TX 761026881

Submitter: BURNETT OIL CO INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 07/15/2008 02:19 PM
Instrument #: D208275184
LSE 15 PGS \$68.00

By: _____



D208275184

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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